

**Exhibit A**

**Administrative Record**

**§o(6)**

May 15, 2007

John Jermanis, City Manager  
City of San Leandro  
835 E. 14<sup>th</sup> Street  
San Leandro, CA 94577

RE: Faith Fellowship Foursquare Church

Dear Mr. Jermanis:

We appreciate the Settlement Negotiation letter from your City Attorney. We are inclined to have our attorney sign that letter, but subject to several clarifications:

1. The City Council decision from May 7, 2007 shall not be allowed to become final while our discussion with the City takes place. Specifically, the Settlement Negotiation agreement shall not take effect unless the City Council, at its May 21, 2007 meeting, adopts a motion to reconsider its action denying AO zoning to the Faith Fellowship property located at 14600 Catalina Court. Under Robert's Rules of Order, any member who voted for an action can ask for reconsideration at the next meeting. We are asking for the reconsideration hearing to be scheduled for your meeting of June 18, 2007. (City Staff would have to put this item on the May 21, 2007 Council Agenda for discussion.)

You (City Manager) have agreed to help us locate another piece of property and building that fits into the AO (Assembly Overlay) district or other locations deemed appropriate by the City. We agree to work collaboratively with the City staff, and to seriously pursue any property which meets our minimum requirements between now and June 18, 2007.

The following are prerequisites for a suitable property:

- 45,000 sq. ft. building with functional layout
- 185 on-site parking spaces with available on on-street parking
- Cost of building and property not to exceed \$1M more than Faith Fellowship paid for the Catalina Street property

If it turns out there are no suitable locations in San Leandro, we would also be willing to work out conditions to address the City's concerns about the Catalina Court property providing for return of the property to industrial use after a specified time, if still desired by the City.

2. During this month of collaboration, the Planning Staff (under the direction of the City Manager) would be authorized to work with Faith Fellowship in search of a suitable site. The objective facts obtained from that collaboration with City staff would not be part of the settlement negotiations (e.g. parcel information on parcels within the AO District), but any statements of planning staff would be protected by the Settlement Negotiation agreement from use in later litigation.

3. Church representatives would work through the City Manager, City Attorney, and their authorized staff members, rather than directly approaching Council members. But upon release of the Staff Report for the June 18, 2007 reconsideration hearing, Church representatives could speak directly with Councilmembers. Those communications with Councilmembers will also be protected by the Settlement Negotiation agreement, and not subject to use in a later litigation. Of course, statements at the reconsideration hearing would not be protected if litigation did become necessary.

If those clarifications are acceptable to the City Manager and City Attorney, and the contingency set forth in #1 above is removed, we will direct our attorney to sign the proposed Settlement Negotiations agreement subject to these clarifications.

We believe that by working collaboratively, Faith Fellowship and the City can find the best mutually acceptable arrangement that allows Faith Fellowship to carry out its ministry, and the City to provide for its goals, even though none of us now knows what that final outcome will be.

Sincerely,

Gary Mortara  
Senior Pastor  
FAITH FELLOWSHIP FOURSQUARE CHURCH

Cc: City Attorney  
Peter MacDonald  
Kevin Snider